

**Form For PSP Pre-Enrollment Via Handwritten Signature In Lieu Of Electronic Online Signature**

**For Monthly Account Holder Agreement**

**For Pre-Employment Screening Program ('PSP')**

The Monthly Account Holder Agreement (known as the "Agreement"), is a contract designed to be signed electronically and online in order to obtain pre-employment screening access for motor carriers to the Operator records contained in the *PSP* service of the Federal Motor Carrier Safety Administration, Department of Transportation, USA. The handwritten signature below is in lieu of the electronic online signature referenced in the Agreement, and indicates the full and complete consent and agreement of the organization indicated below (which in the Agreement is the Monthly Account Holder), through its authorized agent, to the terms and conditions of the Agreement attached to this paragraph, as though validly signed online.

Signed by Authorized Agent: \_\_\_\_\_

Monthly Account Holder Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address for Invoices: \_\_\_\_\_

Email Address for notices and communications: \_\_\_\_\_

Authorized Agent name and title: \_\_\_\_\_

Date of signature: \_\_\_\_\_

**Please disregard the instructions for online enrollment referenced in the agreement.** Instead, execute in hard copy this cover page and all sections of the subscriber agreement, and then return documents to NICT.

Documents may be scanned and returned via email to [PSPenrollment@nicusa.com](mailto:PSPenrollment@nicusa.com) or returned via courier to NIC Technologies, PO BOX 6810, McLean, VA 22106.

Please allow up to ten business days for your enrollment documents to be processed. Following document processing, an NICT customer service representative will call or email the Monthly Account Holder main account contact with instructions for accessing the PSP service. **Neither the annual subscription fee, nor any other charge, will be applied to your account until such time as the PSP service is available and you have received your access credentials.**

Attachments: a) Monthly Account Holder Agreement for the *PSP* service  
b) Important Notice: Regarding Background Reports from the PSP Online Service  
c) Monthly Account Holder FCRA Employer Certification

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## Monthly Account Holder Agreement – Prospective Employers Of Commercial Driver Licensees

A prospective Employer of a Commercial Driver Licensee (“CDL Employer”) must be a registered Monthly Account Holder in order to obtain employer access to records through the *Pre-Employment Screening Program* (‘PSP’). The information gathered here will be used (a) to register your organization and the specified users within it for this account, (b) to run verification checks regarding the identity of your company and the individuals you identify as users on your behalf, and (c) for billing and account management purposes. We have kept the sign-on process completely online for your convenience.

To register, read all the information on this site carefully, complete an application with the information required for this Agreement along with any other required forms detailed in Section Two below, specify a user to also be the signer/administrator, and submit the application online. We will send to the email address you specify a user name and password temporarily associated with this entity. Once you receive them, go to the verification portal and have (a) the entity’s identity, and (b) your personal identity as signer, verified. Once that is done correctly, then you may “sign” and submit the entity application—be sure to list all other authorized users you wish to have on the account, up to ten (if more than ten, additional entity accounts will be required). We will send to the email addresses you specify for each additional user, a user name and password to use temporarily. Next, each person identified in your entity’s submitted application as a “user” must go to the verification portal, use the usernames and passwords we have sent them, and correctly answer their personal verification questions before each person’s username and password will be “turned on” for purposes of the *PSP* service.

The *PSP* Monthly Account Holder annual subscription fee for motor carriers with 100 or more motorized units (as verified by the DOT) is \$100.00 and for motor carriers with 99 or fewer motorized units (as verified by the DOT) it is \$25.00. The appropriate fee is collected at the time of your organization’s application submission to PSP. If for any reason registration is refused, the amount will be returned to you within thirty (30) days. You may pay by direct debit from a checking account by filling out the information on page two. Thereafter, the annual renewal is \$100.00/\$25.00 respectively and is billed to your monthly account automatically on the anniversary of your account creation month.

If you have any questions regarding information contained within this Agreement, please contact National Information Consortium Technologies, LLC at 877-642-9499.

Signing up is as easy as 1, 2, 3 ...

- 1) **Complete this Monthly Account Holder Agreement.** Don't forget to list your users in Section 2, provide billing information and submit below. *Make sure you pay your first year account fee of \$100.00 (or \$25.00 in the case of a qualifying small business).* Complete any additional forms relevant to the services you select that are detailed in Section 2 and submit them with this Agreement.
- 2) We will send you by email the username and password for the first user you have listed, who is designated as the signer/administrator of the account. You may change the administrator after sign up is completed. The signer/administrator user should go to the verification portal, *answer the verification questions correctly to identify the organization and him or herself*, and submit the signed Agreement. **SUBMISSION CONSTITUTES SIGNING ON BEHALF OF THE ENTITY YOU REPRESENT. BY SUBMITTING THIS AGREEMENT, YOU INDICATE THE ASSENT OF THE ORGANIZATION IDENTIFIED IN SECTION TWO (the "Monthly Account Holder") TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE PROSPECTIVE MONTHLY ACCOUNT HOLDER DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT SUBMIT IT.**
- 3) **Upon electronic receipt of the completed Agreement** and accurate completion of the verification process, NICT will send usernames and passwords via email for the other users listed in the Agreement, to the email address you have listed for each of them. Meanwhile the first user may begin using our services immediately. The other users may begin using the portal once they have gone to the verification portal and verified their own identities.

**CUSTOMER SIGNATURE – Your submission of this application electronically constitutes your signature to the Agreement on behalf of the Monthly Account Holder, and your express agreement with the items listed on the right hand side.→**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**By my submitting this application on behalf of the Monthly Account Holder (which constitutes the delivery of my electronic signature on it) I agree that:**

1. I have read and on behalf of the Monthly Account Holder agree to the terms and conditions of NICT's Monthly Account Holder Agreement as presented.
2. I represent that I have authority to bind the Monthly Account Holder on whose behalf I am signing, to this Agreement.
3. I have read and understand, and the Monthly Account Holder agrees to be bound by and comply with, the Limitations on Use of Information and the Fair Credit Reporting Act requirements listed under #3 below.
4. The Monthly Account Holder will obtain and preserve the written consent of each applicant prior to accessing the applicant's information on the PSP service.

## Section 2: Monthly Account Holder Information

**Physical Address** Organization Name: \_\_\_\_\_ (“Monthly Account Holder”)  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address For Official Contact With Your Organization: \_\_\_\_\_  
DOT Number: \_\_\_\_\_ Number of Power Units in Fleet: \_\_\_\_\_

**Billing Address** Organization Name: \_\_\_\_\_ Attention: \_\_\_\_\_  
Email Address for Billing (to receive monthly invoice): \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

### 1. Billing

*All usage fees incurred will be totaled and billed monthly. You may view your account information online at any time. Payment will be made by electronic check (ACH debit).*

Bank Name: \_\_\_\_\_

Routing #: \_\_\_\_\_

Bank Account Type: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

NOTE: NICT does not currently accept ACH payments specifically funded by a foreign source (bank or company), known as an International ACH Transaction (“IAT”).

As defined by NACHA – The Electronic Payments Association, formerly the National Automated Clearing House Association, an IAT means a credit or debit entry that is part of a payment transaction involving a financial agency office that is not located in the territorial jurisdiction of the United States. For purposes of this definition a “financial agency” means an entity that is authorized by applicable law to accept deposits or is in the business of issuing money orders or transferring funds. An office of a financial agency is involved in the payment transaction if it:

(1) Holds an account that is credited or debited as part of the payment transaction;

(2) Receives payment directly from a Person or makes payment directly to a person as part of the payment transaction; or

(3) Serves as an intermediary in the settlement of any part of the payment transaction.

If your company's bank account is not located at an institution's office that is within the territorial jurisdiction of the United States of America, or if your financial institution is not based within the territorial jurisdiction of the United States of America, please contact NICT at 877-642-9499 to discuss payment options.

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**IDENTIFICATION OF SERVICES DESIRED:**

**Department of Transportation – Pre-Employment Screening Program ('PSP') consisting of (a) commercial motor vehicle accident reports, if any; (b) inspection reports without driver-related safety violations, if any; (c) serious driver-related safety violation inspection reports, if any; or (d) a "null" report, indicating no record for the driver information searched.** NICT is the exclusive agent for online access to federal DOT driver safety records. Authorized users pay the annual subscription fee to maintain the monthly billing option, and a \$10.00 fee for each search run, whether or not a record is accessed.

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**User name(s) to be assigned to account:** (10 users per account. If you require more users, you may purchase additional accounts, and receive 10 additional users per account. All accounts must have the same signer/administrator, however.)

User Name (First and Last)	User Email Address (must be unique)
1. *	
2. **	
3. **	
4. **	
5. **	
6. **	
7. **	
8. **	
9. **	
10. **	

\* Should be the person signing the form. Will be verified upon signing.

\*\*Will be verified at first log in.

## Section 3: Terms and Conditions

The Monthly Account Holder and National Information Consortium Technologies, LLC, (“NICT” or “NIC Tech”) wish to contract for the provision of electronic services from NICT to Monthly Account Holder as per the Terms and Conditions below. NICT provides online access, from terminals or personal computers, to government databases and information with related services, specifically including the *PSP* system. Monthly Account Holder wishes to use these services made available by NICT.

### Terms and Conditions

#### 1. What Constitutes The Agreement.

- (a) This Agreement sets forth the terms and conditions under which NICT will provide services to Monthly Account Holder.
- (b) Monthly Account Holder, through its authorized representative, acknowledges that its authorized representative has read this Agreement and agrees on behalf of the entity that it is the complete and exclusive statement of the agreement between the parties, superseding all other communications, oral or written. This Agreement consists of this multi-page form, additional forms required by NICT to obtain its services, certain Fair Credit Reporting Act materials, and other notices from NICT that say “This Is A Part Of The Agreement Between The Parties” which may be provided from time to time to Monthly Account Holder unilaterally by NICT. **This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph.** In the event Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly Account Holder’s internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
- (c) MONTHLY ACCOUNT HOLDER IS RESPONSIBLE AND LIABLE FOR EACH AND EVERY ACTION TAKEN ON THE *PSP* SERVICE UNDER ANY USERNAME AND PASSWORD ASSOCIATED WITH IT, WHETHER OR NOT SUCH USE WAS AUTHORIZED BY MONTHLY ACCOUNT HOLDER. Each authorized holder of a username and password associated with Monthly Account Holder is also responsible for any actions taken on the *PSP* service by anyone using that username and password, whether or not authorized by the authorized user. Monthly Account Holder’s account administrator may deactivate any username and password by using the account administration function, or by calling NICT at 877-642-9499.

#### 2. Reservation Of Right To Cancel or Withdraw Service. NICT reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion or elimination of any such service.

#### 3. Compliance With Laws and Limitation On Use Of Information. Monthly Account Holder agrees and understands that:

- (a) *Limitation On Use Of Information.* Pursuant to federal statute, the information obtained from the *PSP* database **may only be used for pre-employment screening of commercial motor vehicle drivers, and only by the Monthly Account Holder.** Monthly Account Holder further agrees not to share an operator-applicant’s safety performance information in any way with anyone

other than those company employees involved in the hiring process. This includes company employees not involved in the hiring process, and any other company or individual outside your company other than the operator-applicant.

- (b) *Compliance With Laws Generally.* Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account numbers, use data received from or through NICT, including *PSP information*, in any way except in full and complete compliance with all applicable laws. Monthly Account Holder further agrees to comply with all applicable federal and state laws with respect to each commercial driver applicant and the information available in the *PSP* database.
- (c) ***Fair Credit Reporting Act.*** Pursuant to federal statute, each Monthly Account Holder must comply with the Fair Credit Reporting Act ("FCRA") with respect to each commercial driver applicant (each an "Applicant") and the information available in the *PSP* database. Monthly Account Holder agrees that it will:

1). **PROVIDE** TO NICT, prior to initially accessing any records from PSP, and as required periodically by NICT thereafter, a form (see link in this paragraph) certifying certain informational statements and promises under the FCRA and, if applicable, the Driver Privacy Protection Act ("DPPA"), regarding use of the *PSP* information and certain notices to be given to Applicants. To see the certification form required, click here <link to Monthly Account Holder Certification Form>. The certification form is made a part of this Agreement through the link to it here.

2). **OBTAIN** the Applicant's written consent, in advance of making a request for information to *PSP*, using a form such as the example found at the link <<insert link "Important Notice Regarding Background Reports from the PSP Online Service">>, in accordance with #4 below.

3). **INFORM** each Applicant in writing if information about the Applicant from the *PSP* database has been used in the hiring screening process.

4). **PROVIDE** each Applicant a complete and full copy of the information on the Applicant that was obtained from the *PSP* database if required under the FCRA.

5). **INFORM** each Applicant that he or she has a right to dispute incomplete or inaccurate information by visiting <https://dataqs.fmcsa.dot.gov> and that ONLY FMCSA-DOT, NOT NICT, is authorized to receive proposed corrections to database information and to determine if the information should be corrected.

6). **INFORM** each Applicant that he or she may obtain more information about the FCRA, including information on rights under his or her state's law which may be greater than under the FCRA, at [www.ftc.gov/credit](http://www.ftc.gov/credit), and that the Applicant may report violations to the Office of Financial Management, Department of Transportation, Washington, DC 20590 (202) 366-1306.

- (d) *Governing Laws.* This Agreement shall be governed by and construed according to the laws of the State of Kansas as such laws are applied to contracts made and to be performed entirely in Kansas without regard to conflict of law principles. All actions not subject to arbitration hereunder shall be brought in whole or in part in the District Court of Johnson County, Kansas or the U.S. District Court of Kansas, and each party submits and consents to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have thereto.

#### 4. Conditions of Use.

- (a) ***Written Consent Of Applicant.*** Monthly Account Holder agrees it will obtain the written consent, in advance, for each applicant for which it accesses the *PSP* database, prior to accessing the database for the applicant's information, and that it will retain and preserve such consent in its files and records for purposes of audit. Such written consent will meet the criteria demonstrated in the sample form attached here, "IMPORTANT NOTICE: Regarding Background Reports From The PSP Online Service," which is made an exhibit to this Agreement through this link: <<link to Important Notice Regarding Background Reports from the PSP Online Service>>. This form is furnished only as an example and is not to be considered to be legal advice to Monthly Account Holder. Any form in substantially the same form as this form may be acceptable and Monthly Account Holder should consult its own legal counsel regarding the same.
- (b) ***Hours of Service:*** Service will generally be provided on a non-guaranteed basis seven (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by NICT at its sole discretion, and necessary unscheduled maintenance or Force Majeure events.
- (c) ***ID/Account Numbers:*** NICT will issue to the Monthly Account Holder a maximum of ten (10) ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of any of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. **Monthly Account Holder is liable for any and all charges for services to any of its ID/account numbers whether or not authorized by Monthly Account Holder.** Monthly Account Holder's account administrator may deactivate any username and password for any ID associated with its account number by using the account administration function or by calling NICT at 877-642-9499.
- (d) ***Copyright and Ownership of Information:*** Monthly Account Holder agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through NICT. All commercial driver information furnished by *PSP* is the property of the Federal Motor Carriers Safety Administration, Department of Transportation, of the United States of America. All software applications, code, documentation, forms, trademarks, service marks, copyrights, and other materials required to use *PSP* are the property of NICT and its affiliates and licensors unless otherwise expressly identified.
- (e) ***Data Retention.*** Monthly Account Holder agrees to maintain the safety performance information and all other PSP or FCRA related employment transaction records on any operator-applicant for three years from the date a hiring decision was made, after which the Monthly Account Holder agrees to physically destroy the safety performance information on the operator-applicant in a manner that makes the safety performance information unreadable, unusable and unrecoverable.
- (f) ***Notice.*** The PSP system is maintained and operated under the jurisdiction of the Secretary of the U.S. Department of Transportation, a part of the executive branch of the government of the United States of America. The PSP system contains information that is protected by federal law, including but not limited to the Privacy Act of 1974. A federal statute, 18 U.S.C. section 1001, imposes sanctions on persons who knowingly or willfully make a materially false or fictitious statement, or any other type of misrepresentation, in connection with a matter handled by the executive branch. Violations of 18 U.S.C. section



**1001 may result in sanctions against the person(s) committing the violation, which may include fines or imprisonment. Accessing the PSP system for any purpose other than pre-employment screening, and without having first obtained the written consent of the operator-applicant, may well be such a violation.**

5. Payment.

- (a) *Invoices.* Invoices for all services rendered will be prepared by NICT and provided electronically by NICT. Rates shall be in accordance with the current NICT rate schedule. Invoices will be paid by automatic direct debit approximately five calendar days after the invoice is made available to Monthly Account Holder.
- (b) *Taxes.* In addition to the rates contained herein, Monthly Account Holder shall pay NICT for sales, use, and excise taxes incurred by NICT, if any, in providing services to Monthly Account Holder.
- (c) *Delinquency Charges.* Past due invoices will be subject to a delinquency charge of 1.5% of the amount in arrears per month, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- (d) *Default:* An account is in default if it is past due or if Monthly Account Holder declares bankruptcy or is insolvent. In the event of default, NICT may, at its sole option, block the Monthly Account Holder from use of the account either temporarily, until the past due amount is paid, or permanently, regardless of payment. Not exercising this option at any particular time does not constitute a waiver nor prevent NICT from exercising this option at any other time. NICT may, at its discretion, require that additional steps be taken to secure the likelihood of payment by Monthly Account Holder.

6. Limitation of Liability.

- (a) The remedies set forth in this Agreement are exclusive and in no event shall NICT, its affiliates, directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed. Monthly Account Holder specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
- (b) Monthly Account Holder agrees that NICT will not be liable for any claim or demand of any nature or kind whether asserted against NICT or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use. There are no third party beneficiaries of this Agreement except as expressly set forth herein. Monthly Account Holder agrees to indemnify and hold NICT harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
- (c) NICT shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.

- (d) No action or suit, regardless of form, other than an action for payments due NICT, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- (e) NICT, state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access through the *PSP* service or NICT's other online services, if any, shall at no time be liable for any errors in or omissions from information available in the *PSP* database.
- (f) NICT does not alter, supplement, or modify the information contained in the *PSP* database owned by the Federal Motor Carrier Safety Administration, Department of Transportation (FMCSA-DOT), and therefore is not a data provider but acts as an authorized "gatekeeper" and "conduit" to the FMCSA-DOT information. The *PSP database* refers to the information maintained by the FMCSA-DOT. The *PSP* (sometimes with the word **service or system** at the end) refers to the system operated by NICT through which the database information is accessed electronically.

7. **Warranty.** NICT MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AVAILABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. Monthly Account Holder acknowledges and agrees that the services provided by NICT are merely access and reporting services that are dependent upon the accuracy, completeness and integrity of government maintained databases and information. NICT cannot and does not guaranty that the services will be uninterrupted or error free, or that the information provided will be accurate, complete or up to date. Accordingly, Monthly Account Holder agrees that it uses the services at its own risk.
8. **Rate Changes.** Rates are as set forth in Section 2 of this Agreement and are established by NICT at its sole discretion. Rates may change at any time.
9. **Notice.** All notices, consents and other communications to NICT under this Agreement shall be made in writing, shall be deemed given (a) when received, if delivered personally by hand (with written confirmation of receipt), (b) on the same business day when sent by facsimile during regular business hours at the place of delivery or on the next business day after transmission if sent by facsimile after regular business hours at the place of delivery, in each case with written confirmation of transmission, (c) one (1) business day after the day sent by overnight courier (with written confirmation of receipt), in each case at the following address and facsimile number (or to such other address or facsimile number as NICT may have specified by notice given to Monthly Account Holder pursuant to this provision):

President (LEGAL NOTICE)  
National Information Consortium Technologies, LLC  
1477 Chain Bridge Rd. Suite #101  
McLean, VA 22101

**With a copy to:**

General Counsel, NIC Inc. (LEGAL NOTICE)  
25501 West Valley Parkway  
Suite 300  
Olathe Kansas 66061

All notices, consents and other communications to Monthly Account Holder under this Agreement may be given in the same manner as notices to NICT as set forth above. Such notices shall be deemed given

at the times specified above for notices to NICT, provided that such notices are sent to the addresses set forth in Section 2 under the heading of "Billing Address" (or to such other address, facsimile number or email as Monthly Account Holder may have specified by notice given to NICT pursuant to this provision). Notice may also be sent to Monthly Account Holder via email to the email address specified in Section 2 above under the heading of "Physical Address", in which case such notice will be deemed given on the same business day when sent if sent during regular business hours at the place of delivery or on the next business day after transmission if sent by email after regular business hours at the place of delivery.

10. Trade name/Trademark/Copyright. Monthly Account Holder agrees that he/she will not use the trademark "NICT" or "NIC Technologies, LLC" or "National Information Consortium Technologies, LLC," or any of NICT's service marks, including "PSP," identified in any fashion unless specifically authorized to do so in writing by NICT. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or software code, applications or programs made available to Monthly Account Holder by NICT.

11. General.

- (a) *Waiver:* The waiver, modification, or failure to insist by NICT on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of NICT's right to performance of any such term or terms.
- (b) *Severability:* If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- (c) *Assignment:* This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. NICT may assign this Agreement and/or the payments due to NICT without notice to or requirement for Monthly Account Holder's permission or approval.
- (d) *Audit Of Use.* **Monthly Account Holder agrees to keep accurate records regarding its use of the PSP service, including preserving written applicant advance consent forms and notices given to applicants, and regarding the use to which the database information has been put. Your retention of the operator-applicant's signed and completed written consent form serves as evidence that the operator-applicant approved your access to the PSP system. Failure to maintain the operator-applicant's signed and completed written consent form may result in a conclusion that your company did not obtain the operator-applicant's signed written consent prior to accessing the PSP system, and may result in administrative, civil, or criminal sanctions against your company and any persons involved in the PSP access and operator-applicant consent processes. Monthly Account Holder agrees and consents that its use of such records is subject to audit whether by email, on-site, or otherwise, by NICT, FMCSA-DOT, or the designated representative(s) of either of them, at any reasonable time. Monthly Account Holder agrees that it will cooperate with any such audit and will make its records available to the auditors as required; further it understands and agrees that any violations of the conditions of use or requirements for access to the PSP database information may result in sanctions against Monthly Account Holder, or referral for civil or criminal prosecution.**

*General Audit Procedure* In the event your company is selected for audit, you will receive a notice of audit by a trackable means such as certified mail or courier. You will be required to furnish copies of all requested operator-applicant signed written consent forms, within a specified number of days which will be set forth in the notice of audit. **We strongly urge you to send your response to the audit by a trackable means such as courier or certified mail as**

**well. Failure to respond with copies of the requested documents by the stated deadline may result in the conclusion that your company did not obtain the operator-applicants' signed written consents in advance of accessing the PSP system, and may result in sanctions against the company and the persons involved. See section 4(f) of this Agreement. You may also be contacted by telephone, email, or site visit, and be required to answer questions regarding your company's accessing and use of PSP information.**

- (e) *Arbitration.* The parties hereto agree that any dispute, controversy or claim arising out of or relating to the interpretation of this Agreement or the performance or breach thereof shall be submitted to and settled by binding arbitration in Johnson County, Kansas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, with one arbitrator selected by the AAA, which arbitrator shall have experience in the trucking industry and with employment matters in general. The arbitration award determined by the arbitrator shall be final and judgment upon the award of the arbitrator may be entered by any court having competent jurisdiction. The only circumstances in which disputes between the parties will not be subject to the requirement to arbitrate is where a party makes a good faith determination that a breach of the terms of the Agreement is such that damage resulting from the breach will be so immediate, irreparable, severe, or otherwise incapable of adequate redress that a temporary restraining order, preliminary injunction, or other immediate injunctive relief is the only adequate remedy for such breach.

End.

## Monthly Account Holder FCRA Employer Certification

Re: ***Fair Credit Reporting Act***

### ***Consumer Report Certification Requirements***

To *Monthly Account Holder*:

Pursuant to the federal Fair Credit Reporting Act (the “FCRA”) the undersigned, on behalf of the commercial driver employer I represent (the “Employer”), hereby certifies the following regarding each of the Driver Information Records (the “Records”) that Employer is requesting:

1. The requested Records will be used for pre-employment screening purposes only;
2. Prior to this request, Employer provided each Operator Applicant a clear, separate and conspicuous written disclosure that the Employer is permitted to obtain the Records for employment purposes;
3. Each Operator Applicant has provided the Employer with written authorization permitting Employer to obtain a copy of the Operator Applicant’s Records with *PSP*;
4. If an Operator Applicant applies in person: Prior to taking any adverse action as to the Operator Applicant's application for employment, if such action would be based upon information which came, or partly came, from Records received from *PSP*, Employer will provide the Operator Applicant with: (1) a copy of the Records; and (2) a written description of his/her rights under the FCRA prepared by the Federal Trade Commission.
5. If an Operator Applicant applies by mail, telephone, computer, or other similar means: If Employer elects to take an adverse action as to the Operator Applicant's application for employment (for instance, deciding not to hire) based upon information which came, or partly came, from Records received from *PSP*, Employer may, instead of the notice required in paragraph 4, move forward with taking such adverse action if Employer, within three (3) business days of taking such action, notifies the Operator Applicant:
  - a. That the adverse action has been taken based upon information which came, or partly came, from Records received from *PSP*;
  - b. Of the name, address, and telephone number of the U.S. Federal Motor Carrier Safety Administration, of the Department of Transportation, (“FMCSA-DOT”) (which maintains the *PSP* database), which are Federal Motor Carrier Safety Administration, 1200 New Jersey Avenue SE, Washington, DC 20590, (800) 832-5660, TTY (800) 877-8339.
  - c. That FMCSA-DOT did not, and NICT (which operates the *PSP* service) did not, make the decision to take the adverse action and is unable to provide to the Operator Applicant the specific reasons why the adverse action was taken;
  - d. That Operator Applicant may, if proper identification is provided, request from the Employer a free copy of Operator Applicant's Records with *PSP*; and

- e. That Operator Applicant has a right to dispute incomplete or inaccurate information in the Records by visiting **<https://dataqs.fmcsa.dot.gov>** and that ONLY FMCSA-DOT, and NOT NICT, is authorized to receive proposed corrections to database information and determine if the information should be corrected.

If a request is made by the Operator Applicant to the Employer for Operator Applicant's Records with *PSP*, and proper identification is provided, Employer agrees to provide Operator Applicant with a free copy of Operator Applicant's Records with *PSP* within three (3) business days of his or her request.

- 6. For all Operator Applicants who apply in person, if after a reasonable time following the notice set forth in paragraph 4, an adverse action is taken based upon information which came, or partly came, from Records received from *PSP*, Employer will provide the affected Operator Applicant the same information as that described in 5a, 5b, 5c and 5e above and will also inform the Operator Applicant that:
  - d. Operator Applicant may, if proper identification is provided, request a free copy of Operator Applicant's Records with *PSP* from FMCSA-DOT if such request is made within 60-days of receiving notice that the adverse action has been taken; and
- 7. Any information contained in any Record that Employer obtains from *PSP* will not be used in violation of any applicable Federal or State or local equal employment opportunity laws or regulations; and
- 8. To the extent any information in the Record from the *PSP* is "personal information" subject to the Driver Privacy Protection Act, found at 18 U.S.C. sections 2721 and following, the Record will only be used for commercial drivers' license employer verification purposes as permitted by 18 U.S.C. section 2721(b)(9).

Sincerely,

Required Certification:

By entering your username and password, you certify that you are authorized to speak on behalf of the Employer, and that the representations above are true and correct <<username>> <<password>> <<enter>>

*If you would like to read the wording of the federal FTCA rules cited in this statement, please click here <http://www2.ftc.gov/os/statutes/fcradoc.pdf>*

*If you would like to view 18 U.S.C. section 2721, click here <http://www.law.cornell.edu/uscode/18/2721.html>*

*If you would like more information about the Fair Credit Reporting Act and your obligations as a prospective employer under that Act, click here <http://www2.ftc.gov/os/statutes/fcrajump.shtm>*

**IMPORTANT NOTICE  
REGARDING BACKGROUND REPORTS  
FROM THE PSP Online Service**

In connection with your application for employment with \_\_\_\_\_ (“Prospective Employer”), it may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA). If the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report. The Prospective Employer cannot obtain background reports from FMCSA unless you consent in writing. If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

I authorize \_\_\_\_\_ (“Prospective Employer”) to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I am challenging crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.

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I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)